

# **YOUR BENEFIT PLAN**

## **State of Tennessee**

State, Local Education and Local Government  
Active Employees and Retirees who are residents of Texas

**Dental Insurance for You and Your Dependents**

**Certificate Date: March 1, 2021**

State of Tennessee  
1900 WRS Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

TO OUR EMPLOYEES AND RETIREES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

State of Tennessee



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166

## **CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a legal contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| <b>Policyholder:</b>                | State of Tennessee                |
| <b>Group Policy Number:</b>         | 161596-1-G                        |
| <b>Type of Insurance:</b>           | Dental Insurance                  |
| <b>MetLife Toll Free Number(s):</b> |                                   |
| <b>For Claim Information</b>        | FOR DENTAL CLAIMS: 1-855-700-8001 |
| <b>For All Other Inquiries</b>      | 1-855-700-8001                    |

**THIS CERTIFICATE ONLY DESCRIBES DENTAL INSURANCE.**

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.**

**THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.**

**WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.**

## **NOTICE FOR RESIDENTS OF TEXAS**

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **Metropolitan Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Corporate Consumer Relations Department at 1-800-438-6388**

**Toll-free: 1-800-438-6388**

Email: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Mail: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **Metropolitan Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Departamento de Relaciones Corporativas del Consumidor al 1-800-438-6388**

**Teléfono gratuito: 1-800-438-6388**

Correo electrónico: [Johnstown\\_Complaint\\_Referrals@metlife.com](mailto:Johnstown_Complaint_Referrals@metlife.com)

Dirección postal: Metropolitan Life Insurance Company  
700 Quaker Lane  
2nd Floor  
Warwick, RI 02886

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# **NOTICE FOR RESIDENTS OF ALL STATES WHO ARE INSURED FOR DENTAL INSURANCE**

## **Notice Regarding Your Rights and Responsibilities**

### **Rights:**

- We will treat communications, financial records and records pertaining to Your care in accordance with all applicable laws relating to privacy.
- Decisions with respect to dental treatment are the responsibility of You and the Dentist. We neither require nor prohibit any specified treatment. However, only certain specified services are covered for benefits. Please see the Dental Insurance sections of this certificate for more details.
- You may request a pre-treatment estimate of benefits for the dental services to be provided. However, actual benefits will be determined after treatment has been performed.
- You may request a written response from MetLife to any written concern or complaint.
- You have the right to receive an explanation of benefits which describes the benefit determinations for Your dental insurance.

### **Responsibilities:**

- You are responsible for the prompt payment of any charges for services performed by the Dentist. If the dentist agrees to accept part of the payment directly from MetLife, You are responsible for prompt payment of the remaining part of the dentist's charge.
- You should consult with the Dentist about treatment options, proposed and potential procedures, anticipated outcomes, potential risks, anticipated benefits and alternatives. You should share with the Dentist the most current, complete and accurate information about Your medical and dental history and current conditions and medications.
- You should follow the treatment plans and health care recommendations agreed upon by You and the Dentist.

## **NOTICE FOR RESIDENTS OF ALL STATES**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

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## SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

### BENEFIT

### BENEFIT AMOUNT AND HIGHLIGHTS

#### Dental Insurance For You and Your Dependents

| Covered Percentage for:      | In-Network<br>based on the<br>Maximum Allowed Charge | Out-of-Network<br>based on the<br>Maximum Allowed Charge |
|------------------------------|--|--|
| Type A Services              | 100%   | 100%   |
| Type B Services              | 80%  | 80%  |
| Type C Services              | 50%  | 50%  |
| Orthodontic Covered Services | 50%  | 50%  |

#### Deductibles for:

|                              |  |  |
|------------------------------|--|--|
| Yearly Individual Deductible | \$25 for the following Covered Services Combined: Type B; Type C | \$25 for the following Covered Services Combined: Type B; Type C |
| Yearly Family Deductible     | \$75 for the following Covered Services Combined: Type B; Type C | \$75 for the following Covered Services Combined: Type B; Type C |

#### Maximum Benefit:

|   |  |  |
|---|--|--|
| Yearly Individual Maximum   | \$1,500 for the following Covered Services: Type A; Type B; Type C | \$1,500 for the following Covered Services: Type A; Type B; Type C |
| Lifetime Individual Maximum Benefit Amount for Orthodontic Covered Services | \$1,250  | \$1,250  |

#### Waiting Periods for Certain Covered Services

- Inlay/Onlay Restorations, Dentures, Crowns and Implants ..... 6 Months from Effective Date
- Initial placement of Bridges or Dentures to replace one or more natural teeth ..... 12 Months from Effective Date
- Orthodontic Covered Services ..... 12 Months from Effective Date

## DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Cast Restoration** means an inlay, onlay, or crown.

**Child** means the following:

- Your natural child;
- Your adopted child;
- Your stepchild;
- an unmarried child for whom You are the legally appointed guardian;

**The term also includes** Your grandchild who is under age 26, unmarried and who was able to be claimed by You as a Dependent for Federal Income Tax purposes at the time You applied for Dental Insurance.

A child will be considered Your adopted child during the period You are party to a suit in which You are seeking the adoption of the child.

If You provide Us notice, a Child also includes a child for whom You must provide Dental Insurance due to a Qualified Medical Child Support Order as defined in the United States Employee Retirement Income Security Act of 1974 as amended.

**The term does not include** any person who is insured under the Group Policy as an employee.

**Contributory Insurance** means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Dental Insurance.

**Covered Percentage** means the percentage of the Maximum Allowed Charge that We will pay for a Covered Service performed by an In-Network Dentist or an Out-of-Network Dentist after any required Deductible is satisfied.

**Covered Service** means a dental service used to treat Your or Your Dependent's dental condition which is:

- prescribed or performed by a Dentist while such person is insured for Dental Insurance;
- Dentally Necessary to treat the condition; and
- described in the SCHEDULE OF BENEFITS or DENTAL INSURANCE sections of this certificate.

**Deductible** means the amount You or Your Dependents must pay before We will pay for Covered Services.

**Dental Hygienist** means a person trained to:

- remove calcareous deposits and stains from the surfaces of teeth; and
- provide information on the prevention of oral disease.

**Dentally Necessary** means that a dental service or treatment is performed in accordance with generally accepted dental standards as determined by Us and is:

- necessary to treat decay, disease or injury of the teeth; or
- essential for the care of the teeth and supporting tissues of the teeth.

## DEFINITIONS (continued)

**Dentist** means:

- a person licensed to practice dentistry in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Dentist's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where the services are performed and must act within the scope of that license. The person must also be certified and/or registered if required by such jurisdiction.

For purposes of Dental Insurance, the term will include a Physician who performs a Covered Service.

**Dentures** means fixed partial dentures (bridgework), removable partial dentures and removable full dentures.

**Dependent(s)** means Your Spouse and/or Child.

**In-Network Dentist** means a Dentist who participates in the Preferred Dentist Program and has a contractual agreement with Us to accept the Maximum Allowed Charge as payment in full for a dental service.

**Maximum Allowed Charge** means:

1. with respect to In-Network Dentists, the lesser of:
  - a. the amount charged by the In-Network Dentist; or
  - b. the maximum amount which the In-Network Dentist has agreed to accept as payment in full for the dental service;
2. with respect to Out-of-Network Dentists, the lesser of:
  - a. the amount charged by the Out-of-Network Dentist; or
  - b. the Out-of-Network scheduled amount for the state where the dental service is performed.

**Out-of-Network Dentist** means a Dentist who does not participate in the Preferred Dentist Program.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. Such person must also be certified and/or registered if required by such jurisdiction.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

## **DEFINITIONS (continued)**

**Spouse** means Your lawful spouse.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee or retiree.

**We, Us** and **Our** mean MetLife.

**Written** or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Year** or **Yearly**, for Dental Insurance, means the 12 month period that begins January 1.

**You** and **Your** mean an employee or a retiree who is insured under the Group Policy for the insurance described in this certificate.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **ELIGIBLE CLASS(ES)**

#### **STATE:**

- All employees of the Policyholder who are residents of Texas and are employed by the State who: 1) are regularly scheduled to work not less than thirty (30) hours per week; 2) were hired prior to July 1, 2015 having received a seasonal appointment and having met the requirements set forth in TCA 8-27-204(a)(3); or 3) are deemed eligible by applicable federal law, state law, or action of the State Insurance Committee.
- All retirees of the Policyholder who are residents of Texas and who: 1) have left active employment from the State and 2) receive a benefit from the Tennessee Consolidated Retirement System (TCRS) or are members of one of the Higher Education Optional Retirement Plan(s) (ORP).

#### **LOCAL EDUCATION:**

- All employees of the Policyholder's Local Education group who are residents of Louisiana and who are: 1) teachers as defined in Tennessee Code Annotated, Section 8-34-101-(46); 2) interim teachers whose salaries are based on the local school system's schedule; 3) employees not defined above who are regularly scheduled to work at least 30 hours per week in non-seasonal, non-temporary positions; 4) non-certified employees who have completed 12 months of employment with a local education agency that participates in the plan and work a minimum of 25 hours per week [a resolution passed by the school system's governing body authorizing the expanded 25 hour rule for the local education agency must be sent to Benefits Administration before enrollment, and in the case of a county school system, the county's chief legislative body (county commission) must also approve the school system's change in the eligibility provisions]; or 5) deemed eligible by applicable federal law, state law, or action of the Local Education Insurance Committee.
- All retirees of the Policyholder's Local Education group who are residents of Texas and who: a) have retired from employment with the employer and b) receive a benefit from the Tennessee Consolidated Retirement System (TCRS).

#### **LOCAL GOVERNMENT:**

- All employees under the Local Government of the Policyholder who are residents of Texas and who: 1) is scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position; 2) Any member of the chief legislative body of the county or municipal government (defined as only those elected officials who have the authority to pass local legislation); 3) Utility board members appointed or elected pursuant to TCA 7-82-307, but only during their term of service; 4) County officials as defined in TCA 8-34-101(9) (A) and (B), regardless of whether the agency participates in the plan, pursuant to TCA 8-27-704; 5) All other individuals deemed eligible by applicable federal law, state law, or action of the Local Government Insurance Committee.
- All retirees under the Local Government of the Policyholder who are residents of Texas and who: a) has retired from the Policyholder and b) receives a benefit from the Tennessee Consolidated Retirement System (TCRS).

Eligible Class(es) only includes State, Local Education or Local Government employees or retirees who are residents of Texas.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

### **DATE YOU ARE ELIGIBLE FOR INSURANCE**

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

#### **For STATE:**

You will be eligible for insurance described in this certificate on the later of:

1. March 1, 2021; or
2. the first day of the month following the date You complete the Waiting Period of 1 full calendar month of employment.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

#### **For LOCAL EDUCATION:**

You will be eligible for insurance described in this certificate on the later of:

1. March 1, 2021; or
2. the first day of the month following the date You enter the eligible class.

#### **For LOCAL GOVERNMENT:**

You will be eligible for insurance described in this certificate on the later of:

1. March 1, 2021; or
2. the first day of the month following the date You complete any Waiting Period. Your agency may allow for "No Waiting Period" or a 30, 60 or 90 day Waiting Period. Please log on to [tn.gov/finance/article/fa-benefits-publications](http://tn.gov/finance/article/fa-benefits-publications) for information on Waiting Periods. Alternatively, you can contact Your Agency Benefits Coordinator to determine Your Waiting Period.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

### **ENROLLMENT PROCESS FOR DENTAL INSURANCE**

If You are eligible for Insurance, You may enroll for such insurance by completing the required form in Writing. If You enroll for Contributory Insurance, You must also give Your Employer Written permission to deduct premiums you owe from Your pay for such insurance. You will be notified by Your Employer how much You will be required to contribute.

You do not need to participate in the Policyholder's medical plan in order to enroll for Dental Insurance.

The Dental Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Dental Insurance only when You are first eligible, during an annual enrollment period or if You have a Qualifying Event. Enrollment is on a calendar year basis, and You may only cancel Dental Insurance for which You are enrolled during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

### **DATE YOUR INSURANCE TAKES EFFECT**

#### **Enrollment When First Eligible**

If You complete the enrollment process within 30 days of becoming eligible for insurance, such insurance will take effect on the date You become eligible.

#### **If You Do Not Enroll When First Eligible**

If You do not complete the enrollment process within 30 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period for Dental Insurance, as determined by the Policyholder, following the date You first become eligible. You will be able to enroll for insurance for which You are then eligible.

#### **Enrollment During an Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible, choose a different option than the one for which You are currently enrolled, or cancel Your insurance. If You are not currently enrolled for Dental Insurance but You enroll during an annual enrollment period, the Dental Insurance will become effective on the first day of the year following the annual enrollment period. If You are currently enrolled and make changes to Your insurance during an annual enrollment period, those changes will take effect on the first day of the calendar year following the annual enrollment period. If You are currently enrolled and request to cancel Your insurance during an annual enrollment period, Your insurance will end on the last day of the calendar year following the annual enrollment period.

#### **Enrollment Due to a Qualifying Event**

You may enroll for insurance for which You are eligible, change the amount of Your insurance, or cancel Your insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 60 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, changes to Your insurance, including cancellation, made as a result of a Qualifying Event will take effect as follows:

- For marriage, the first day of the month coincident with or next following the date You are married;
- For all other Qualifying Events, the date of the Qualifying Event.

**Qualifying Event** includes:

- marriage; or
- the birth, adoption or placement for adoption or assumption of legal custody of a dependent child; or
- Your or Your dependent's loss of coverage under any group dental insurance plan.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the last day of the month in which insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the last day of the month in which You cease to be in an eligible class;



## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

5. the last day of the month of separation from active employment if You are a Central State Government Employee;
6. the last day of the month following the month of separation from active employment if You are other than a Central State Government Employee;
7. if You request to cancel Your insurance during an annual enrollment period, the last day of the calendar year following the annual enrollment period; or
8. If You request to cancel Your insurance because You have a Qualifying Event, on the date stated in the sub-section "Enrollment Due to a Qualifying Event".

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS**

### **ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE**

#### **STATE:**

- All employees of the Policyholder who are residents of Texas and are employed by the State who: 1) are regularly scheduled to work not less than thirty (30) hours per week; 2) were hired prior to July 1, 2015 having received a seasonal appointment and having met the requirements set forth in TCA 8-27-204(a)(3); or 3) are deemed eligible by applicable federal law, state law, or action of the State Insurance Committee.
- All retirees of the Policyholder who are residents of Texas and who: 1) have left active employment from the State and 2) receive a benefit from the Tennessee Consolidated Retirement System (TCRS) or are members of one of the Higher Education Optional Retirement Plan(s) (ORP).

#### **LOCAL EDUCATION:**

- All employees of the Policyholder's Local Education group who are residents of Louisiana and who are: 1) teachers as defined in Tennessee Code Annotated, Section 8-34-101-(46); 2) interim teachers whose salaries are based on the local school system's schedule; 3) employees not defined above who are regularly scheduled to work at least 30 hours per week in non-seasonal, non-temporary positions; 4) non-certified employees who have completed 12 months of employment with a local education agency that participates in the plan and work a minimum of 25 hours per week [a resolution passed by the school system's governing body authorizing the expanded 25 hour rule for the local education agency must be sent to Benefits Administration before enrollment, and in the case of a county school system, the county's chief legislative body (county commission) must also approve the school system's change in the eligibility provisions]; or 5) deemed eligible by applicable federal law, state law, or action of the Local Education Insurance Committee.
- All retirees of the Policyholder's Local Education group who are residents of Texas and who: a) have retired from employment with the employer and b) receive a benefit from the Tennessee Consolidated Retirement System (TCRS).

#### **LOCAL GOVERNMENT:**

- All employees under the Local Government of the Policyholder who are residents of Texas and who: 1) is scheduled to work at least 30 hours per week in a non-seasonal, non-temporary position; 2) Any member of the chief legislative body of the county or municipal government (defined as only those elected officials who have the authority to pass local legislation); 3) Utility board members appointed or elected pursuant to TCA 7-82-307, but only during their term of service; 4) County officials as defined in TCA 8-34-101(9) (A) and (B), regardless of whether the agency participates in the plan, pursuant to TCA 8-27-704; 5) All other individuals deemed eligible by applicable federal law, state law, or action of the Local Government Insurance Committee.
- All retirees under the Local Government of the Policyholder who are residents of Texas and who: a) has retired from the Policyholder and b) receives a benefit from the Tennessee Consolidated Retirement System (TCRS).

Eligible Class(es) for Dependent Insurance only includes State, Local Education or Local Government employees or retirees who are residents of Texas.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE**

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

#### **For STATE:**

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. March 1, 2021;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent; and
4. the first day of the month following the date You complete the Waiting Period of 1 full calendar month of employment.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

No person may be insured as a Dependent of more than one employee.

#### **For LOCAL EDUCATION:**

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. March 1, 2021;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent.
4. the first day of the month following the date You enter the eligible class.

No person may be insured as a Dependent of more than one employee.

#### **For LOCAL GOVERNMENT:**

You will be eligible for Dependent insurance described in this certificate on the latest of:

1. March 1, 2021;
2. the date You enter a class eligible for insurance;
3. the date You obtain a Dependent.
4. the first day of the month following the date You complete any Waiting Period. Your agency may allow for "No Waiting Period" or a 30, 60 or 90 day Waiting Period. Please log on to [tn.gov/finance/article/fa-benefits-publications](http://tn.gov/finance/article/fa-benefits-publications) for information on Waiting Periods. Alternatively, you can contact Your Agency Benefits Coordinator to determine Your Waiting Period.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

No person may be insured as a Dependent of more than one employee.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **ENROLLMENT PROCESS FOR DEPENDENT DENTAL INSURANCE**

If You are eligible for Dependent Insurance, You may enroll for such insurance by completing the required form in Writing for each Dependent to be insured. If You enroll for Contributory Insurance, You must also give Your Employer Written permission to deduct premiums you owe from Your pay for such insurance. If You are retired and make a request to enroll Your eligible Dependents, premium for Your Dependent Insurance will be paid either through deduction from Your pension benefit or Your direct payment to the Policyholder. You will be notified by Your Employer how much You will be required to contribute.

You do not need to participate in the Policyholder's medical plan in order to enroll for Dental Insurance. In order to enroll for Dental Insurance for Your Dependents, You must either (a) already be enrolled for Dental Insurance for You or (b) enroll at the same time for Dental Insurance for You.

The Dental Insurance has a regular enrollment period established by the Policyholder. Subject to the rules of the Group Policy, You may enroll for Dependent Dental Insurance only when You are first eligible, during an annual enrollment period or if You have a Qualifying Event. Enrollment is on a calendar year basis, and You may only cancel Dependent Dental Insurance for which You are enrolled during an annual enrollment period or if You have a Qualifying Event. You should contact the Policyholder for more information regarding the flexible benefits plan.

### **DATE DENTAL INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS**

#### **Enrollment When First Eligible**

If You complete the enrollment process within 30 days of becoming eligible for Dependent Insurance, such insurance will take effect on the date You become eligible.

#### **If You Do Not Enroll When First Eligible**

If You do not complete the enrollment process within 30 days of becoming eligible, You will not be able to enroll for Dependent Insurance until the next annual enrollment period for Dental Insurance, as determined by the Policyholder, following the date You first become eligible. At that time You will be able to enroll for insurance for which You are then eligible.

#### **Enrollment During an Annual Enrollment Period**

During any annual enrollment period as determined by the Policyholder, You may enroll for Dependent Insurance for which You are eligible, choose a different option than the one for which Your Dependents are currently enrolled, or cancel Your Dependent Insurance. If You are not currently enrolled for Dependent Insurance but You enroll during an annual enrollment period, the Dependent Insurance takes effect on the first day of the calendar year following the annual enrollment period. Changes to Your Dependent Insurance made during an annual enrollment period will take effect on the first day of the calendar year following the annual enrollment period. If You are currently enrolled and request to cancel Dependent Insurance during an annual enrollment period, Dependent Insurance will end on the last day of the calendar year following the annual enrollment period.

#### **Enrollment Due to a Qualifying Event**

You may enroll for Dependent Insurance for which You are eligible, change the amount of Your Dependent Insurance, or cancel Dependent Insurance between annual enrollment periods only if You have a Qualifying Event.

If You have a Qualifying Event, You will have 60 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for or changes to Your insurance, including cancellation, made as a result of a Qualifying Event will take effect as follows:

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

- For marriage, the first day of the month coincident with or next following the date You are married;
- For all other Qualifying Events, the date of the Qualifying Event.

**Qualifying Event** includes:

- marriage; or
- the birth, adoption or placement for adoption or assumption of legal custody of a dependent child; or
- Your or Your dependent's loss of coverage under any group dental insurance plan.

### **DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS**

A Dependent's insurance will end on the earliest of:

1. the last day of the month in which You die;
2. the date Dental Insurance for You ends;
3. the date the Group Policy ends;
4. the last day of the month in which You cease to be in an eligible class;
5. the last day of the month in which insurance for Your Dependents ends under the Group Policy;
6. the last day of the month in which insurance for Your Dependents ends for Your class;
7. the last day of the month of separation from active employment if You are a Central State Government Employee;
8. the last day of the month following the month of separation from active employment if You are other than a Central State Government Employee;
9. the end of the period for which the last premium has been paid;
10. the last day of the month in which the person ceases to be a Dependent;
11. the last day of the month in which the Child reaches the limiting age;
12. if You request to cancel Dependent Insurance during an annual enrollment period, the last day of the calendar year following the annual enrollment period; or
13. If You request to cancel Dependent Insurance because You have a Qualifying Event, on the date stated in the sub-section "Enrollment Due to a Qualifying Event".

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP DENTAL COVERAGE**

The following rules will apply if this Dental Insurance replaces other group dental coverage provided to You by the Policyholder.

**Prior Plan** means the group dental coverage provided to You by the Policyholder on the day before the Replacement Date.

**Replacement Date** means the effective date of this Dental Insurance under the Group Policy.

### **Rules if You or You and Your Dependents were Covered Under the Prior Plan on the Day Before the Replacement Date:**

1. if You and Your Dependents were covered under the Prior Plan on the day before the Replacement Date, You will be eligible for this Dental Insurance on the Replacement Date if You are in an eligible class on such date;
2. if any of the following conditions occurred while coverage was in effect under the Prior Plan, We will treat such conditions as though they occurred while this Dental Insurance is in effect:
  - the loss of a tooth; and
  - the accumulation of amounts toward:
    - a) Annual Deductibles;
    - b) Annual Maximum Benefits;
    - c) Lifetime Maximum Benefits;
3. if a dental service was received while the Prior Plan was in effect and such service would be a Covered Service subject to frequency and/or time limitations if performed while this Dental Insurance is in effect, the receipt of such prior service will be counted toward the time and frequency limitations under this Dental Insurance;
4. if a government mandated continuation of coverage under the Prior Plan was in effect on the Replacement Date, such coverage may be continued under this Dental Insurance if the required payment is made for the cost of such coverage. In such case, benefits will be available under this Dental Insurance until the earlier of:
  - the date the continued coverage ends as set forth in the provisions of the government-mandated requirements; or
  - the date this Dental Insurance ends.

### **Rules if You or You and Your Dependents were NOT covered under the Prior Plan on the Day Before the Replacement Date:**

1. You will be eligible for this Dental Insurance when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU;
2. Your Dependents will be eligible for this Dental Insurance when they meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN**

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date, but not more frequently than once a year after the two-year period following the child's attainment of the limiting age.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

### **COBRA CONTINUATION FOR DENTAL INSURANCE**

If Dental Insurance for You or a Dependent ends, You or Your Dependent may qualify for continuation of such insurance under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). Please contact the Policyholder for information regarding continuation of insurance under COBRA.

### **FOR YOUR SURVIVING DEPENDENTS**

If, on the date of Your death, Your surviving Dependents are enrolled for Dental Insurance with Us, such insurance may continue if the surviving Dependent completes the required form in Writing and submits such form to the Policyholder. Your surviving Dependents may elect either COBRA or RETIREE continuation of Dental Insurance if You would have been eligible to continue coverage as a retiree at the time of Your death. If You would not have been eligible to continue coverage as a retiree at the time of Your death, Your surviving Dependents may only elect COBRA continuation of Dental Insurance. The Policyholder will review submitted forms and determine eligibility. If Your surviving Spouse remarries after continuing Dental Insurance, such insurance may be continued for Your surviving Spouse. No new Dependents may be enrolled for coverage on or after the date of Your death.

The continuation of Dental Insurance is subject to the Dependent paying the premiums either through deduction from a surviving pension benefit or through direct payment to the Policyholder, who will pay Us.

## DENTAL INSURANCE

If You or a Dependent incur a charge for a Covered Service, Proof of such service must be sent to Us. When We receive such Proof, We will review the claim and, if We approve it, will pay the insurance in effect on the day service is completed.

This Dental Insurance gives You access to Dentists through the MetLife Preferred Dentist Program. Dentists participating in the MetLife Preferred Dentist Program have agreed to limit their charge for a dental service to the Maximum Allowed Charge for such service. Under the MetLife Preferred Dentist Program, We pay benefits for Covered Services performed by either In-Network Dentists or Out-of-Network Dentists. However, You may be able to reduce Your out-of-pocket costs by using an In-Network Dentist because Out-of-Network Dentists have not entered into an agreement with Us to limit their charges. You are always free to receive services from any Dentist. You do not need any authorization from Us to choose a Dentist.

The MetLife Preferred Dentist Program does not provide dental services. Whether or not benefits are available for a particular service, does not mean You should or should not receive the service. You and Your Dentist have the right and are responsible at all times for choosing the course of treatment and services to be performed. After services have been performed, We will determine the extent to which benefits, if any, are payable.

When requesting a Covered Service from an In-Network Dentist, We recommend that You:

- identify Yourself as an insured in the Preferred Dentist Program; and
- confirm that the Dentist is currently an In-Network Dentist at the time that the Covered Service is performed.

The amount of the benefit will not be affected by whether or not You identify Yourself as a member in the Preferred Dentist Program.

You can obtain a customized listing of MetLife's In-Network Dentists either by calling 1-855-700-8001 or by visiting Our website at [www.mybenefits.metlife.com/StateOfTennessee](http://www.mybenefits.metlife.com/StateOfTennessee).

## BENEFIT AMOUNTS

We will pay benefits in an amount equal to the Covered Percentage for charges incurred by You or a Dependent for a Covered Service as shown in the SCHEDULE OF BENEFITS, subject to the conditions set forth in this certificate.

### In-Network

If a Covered Service is performed by an In-Network Dentist, We will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

If an In-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible; and
- any other part of the Maximum Allowed Charge for which We do not pay benefits.

### Out-of-Network

If a Covered Service is performed by an Out-of-Network Dentist, We will base the benefit on the Covered Percentage of the Maximum Allowed Charge.

Out-of-Network Dentists may charge You more than the Maximum Allowed Charge. If an Out-of-Network Dentist performs a Covered Service, You will be responsible for paying:

- the Deductible;
- any other part of the Maximum Allowed Charge for which We do not pay benefits; and
- any amount in excess of the Maximum Allowed Charge charged by the Out-of-Network Dentist.



## **DENTAL INSURANCE (continued)**

### **Maximum Benefit Amounts**

The SCHEDULE OF BENEFITS sets forth Maximum Benefit Amounts We will pay for Covered Services received In-Network and Out-of-Network. We will never pay more than the greater of the In-Network Maximum Benefit Amount or the Out-of-Network Maximum Benefit Amount.

For example, if a Covered Service is received Out-of-Network and We pay \$300 in benefits for such service, \$300 will be applied toward both the In-Network and the Out-of-Network Maximum Benefit Amounts applicable to such service.

### **Deductibles**

The Deductible amounts are shown in the SCHEDULE OF BENEFITS.

The Yearly Individual Deductible is the amount that You and each Dependent must pay for Covered Services to which such Deductible applies each Year before We will pay benefits for such Covered Services.

We apply amounts used to satisfy Yearly Individual Deductibles to the Yearly Family Deductible. Once the Yearly Family Deductible is satisfied, no further Yearly Individual Deductibles are required to be met.

The amount We apply toward satisfaction of a Deductible for a Covered Service is the amount We use to determine benefits for such service. The Deductible Amount will be applied based on when Dental Insurance claims for Covered Services are processed by Us. The Deductible Amount will be applied to Covered Services in the order that Dental Insurance claims for Covered Services are processed by Us regardless of when a Covered Service is "incurred". When several Covered Services are incurred on the same date and Dental Insurance benefits are claimed as part of the same claim, the Deductible Amount is applied based on the Covered Percentage applicable to each Covered Service. The Deductible Amount will be applied in the order of highest Covered Percentage to lowest Covered Percentage.

### **Alternate Benefit**

If We determine that a service, less costly than the Covered Service the Dentist performed, could have been performed to treat a dental condition, We will pay benefits based upon the less costly service if such service:

- would produce a professionally acceptable result under generally accepted dental standards; and
- would qualify as a Covered Service.

For example:

- when a filling and an inlay are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service;
- when a filling and a crown are both professionally acceptable methods for treating tooth decay or breakdown, We may base Our benefit determination upon the filling which is the less costly service; and
- when a partial denture and fixed bridgework are both professionally acceptable methods for replacing multiple missing teeth in an arch, We may base Our benefit determination upon the partial denture which is the less costly service.

If We pay benefits based upon a less costly service in accordance with this subsection, the Dentist may charge You or Your Dependent for the difference between the service that was performed and the less costly service. This is the case even if the service is performed by an In-Network Dentist.

Certain comprehensive dental services have multiple steps associated with them. These steps can be completed at one time or during multiple sessions. For benefit purposes under this certificate, these separate steps of one service are considered to be part of the more comprehensive service. Even if the dentist submits separate bills, the total benefit payable for all related charges will be limited by the maximum benefit payable for the more comprehensive service. For example, root canal therapy includes x-rays, opening of the pulp chamber, additional x-rays, and filling of the chamber. Although these services may be performed in multiple sessions, they all constitute root canal therapy. Therefore, We will only pay benefits for the root canal therapy.

## **DENTAL INSURANCE (continued)**

### **Orthodontic Covered Services**

Orthodontic treatment generally consists of initial placement of an appliance and periodic follow-up visits.

The benefit payable for the initial placement will not exceed 33% of the Maximum Benefit Amount for Orthodontia.

The benefit payable for the periodic follow-up visits will be payable on a quarterly basis during the course of the orthodontic treatment if:

- Dental Insurance is in effect for the person receiving the orthodontic treatment; and
- Proof is given to Us that the orthodontic treatment is continuing.

### **Benefits for Orthodontic Services Begun Prior to this Dental Insurance**

If the initial placement was made prior to this Dental Insurance being in effect, the benefit payable will be reduced by the portion attributable to the initial placement.

If the periodic follow-up visits commenced prior to this Dental Insurance being in effect:

- the number of months for which benefits are payable will be reduced by the number of months of treatment performed before this Dental Insurance was in effect; and
- the total amount of the benefit payable for the periodic visits will be reduced proportionately.

### **Pretreatment Estimate of Benefits**

If a planned dental service is expected to cost more than \$300, You have the option of requesting a pretreatment estimate of benefits. The Dentist should submit a claim detailing the services to be performed and the amount to be charged. After We receive this information, We will provide You with an estimate of the Dental Insurance benefits available for the service. The estimate is not a guarantee of the amount We will pay. Under the Alternate Benefit provision, benefits may be based on the cost of a service other than the service that You choose. You are required to submit Proof on or after the date the dental service is completed in order for Us to pay a benefit for such service.

The pretreatment estimate of benefits is only an estimate of benefits available for proposed dental services. You are not required to obtain a pretreatment estimate of benefits. As always, You or Your Dependent and the Dentist are responsible for choosing the services to be performed.

### **Benefits We Will Pay After Insurance Ends**

We will pay benefits for a 31 day period after Your insurance ends for the completion of installation of a prosthetic device if:

- the Dentist prepared the abutment teeth or made impressions before Your insurance ends; and
- the device is installed within 31 days after the date the insurance ends.

We will pay benefits for a 31 day period after Your insurance ends for the completion of installation of a Cast Restoration if:

- the Dentist prepared the tooth for the Cast Restoration before Your insurance ends; and
- the Cast Restoration is installed within 31 days after the date the insurance ends.

We will pay benefits for a 31 day period after Your insurance ends for completion of root canal therapy if:

- the Dentist opened into the pulp chamber before Your insurance ends; and
- the treatment is finished within 31 days after the date the insurance ends.

## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

### Type A Covered Services

1. Oral exams and problem-focused exams, but no more than twice in a calendar Year with additional oral exams allowed if medically necessary and the dentist receives prior authorization from MetLife.
2. Screenings, including state or federally mandated screenings, to determine an individual's need to be seen by a dentist for diagnosis, but no more than twice in a Year.
3. Patient assessments (limited clinical inspection that is performed to identify possible signs of oral or systemic disease, malformation, or injury, and the potential need for referral for diagnosis and treatment), but no more than twice in a Year.
4. Full mouth or panoramic x-rays once every 60 months.
5. Bitewing x-rays 1 set every 12 months.
6. Intraoral-periapical x-rays.
7. X-rays, except as mentioned elsewhere.
8. Cleaning of teeth (oral prophylaxis) twice in a calendar Year with additional oral prophylaxis allowed if medically necessary and the dentist receives prior authorization from MetLife.
9. Topical fluoride treatment for Members up to 19 years of age, twice in 12 consecutive months.
10. Topical fluoride treatment for members 55 years of age and older with a history of periodontal surgery, once in 12 consecutive months.
11. Space maintainers for a Child under age 15 once per lifetime per tooth area.
12. Sealants or sealant repairs for a Child under age 16 which are applied to non-restored, non-decayed first and second permanent molars, once per tooth.
13. Preventive resin restorations, which are applied to non-restored first and second permanent molars, once per tooth.
14. Biopsies of hard or soft oral tissue.

### Type B Covered Services

1. Pulp vitality tests and bacteriological studies for determination of bacteriologic agents.
2. Genetic test for susceptibility to oral diseases.
3. Diagnostic casts.
4. Emergency palliative treatment to relieve tooth pain.
5. Initial placement of amalgam fillings.
6. Replacement of an existing amalgam filling, but only if:
  - at least 24 months have passed since the existing filling was placed; or
  - a new surface of decay is identified on that tooth.
7. Initial placement of resin-based composite fillings.
8. Replacement of an existing resin-based composite filling, but only if:
  - at least 24 months have passed since the existing filling was placed; or
  - a new surface of decay is identified on that tooth.
9. Protective (sedative) fillings.
10. Root canal treatment, including bone grafts and tissue regeneration procedures in conjunction with periradicular surgery, but not more than once in any 24 month period for the same tooth.
11. Other endodontic procedures, such as apicoectomy, retrograde fillings, root amputation, and hemisection.
12. Periodontal scaling and root planing, but no more than once per quadrant in any 24 month period.
13. Periodontal surgery, including gingivectomy, gingivoplasty and osseous surgery, but no more than one surgical procedure per quadrant in any 36 month period.

## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

14. Simple extractions.
15. Periodontal maintenance, where periodontal treatment (including scaling, root planing, and periodontal surgery, such as gingivectomy, gingivoplasty and osseous surgery) has been performed. Periodontal maintenance is limited to two times in any Year less the number of teeth cleanings received during such 1 Year period with additional Periodontal maintenance allowed if medically necessary and the dentist receives prior authorization from MetLife.
16. Pulp capping (excluding final restoration).
17. Therapeutic pulpotomy (excluding final restoration).
18. Pulp therapy.
19. Apexification/recalcification.
20. Pulpal regeneration, but not more than once per lifetime.
21. Injections of therapeutic drugs.
22. Application of desensitizing medicaments where periodontal treatment (including scaling, root planing, and periodontal surgery, such as osseous surgery) has been performed.

### Type C Covered Services

1. General anesthesia or intravenous sedation in connection with oral surgery, extractions or other Covered Services, when We determine such anesthesia is necessary in accordance with generally accepted dental standards.
2. Local chemotherapeutic agents.
3. Initial installation of full or partial Dentures (other than implant supported prosthetics) after the person receiving such services was insured for Dental insurance for 6 months.
4. Initial installation of full or partial Dentures (other than implant supported prosthetics), when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental. Once you have been insured for 12 months, You will be covered for initial installation of full or partial dentures regardless of when your natural tooth was lost.
5. Addition of teeth to a partial removable Denture, after the person receiving such services was insured for Dental Insurance under this certificate for 6 months; or
6. Addition of teeth to a partial removable Denture, when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental. Once you have been insured for 12 months, You will be covered for addition of teeth to a partial removable Denture regardless of when your natural tooth was lost.
7. Replacement of a non-serviceable fixed Denture if such Denture was installed more than 7 years prior to replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a fixed Denture is damaged beyond repair and, as a result, is replaced prior to 7 years then the fixed Denture will be covered but at a lower covered percentage in accordance with the following table:

| Fixed Denture damaged beyond repair and replaced within: | Covered Percentage for new Fixed Denture |
|--|--|
| 1 year but less than 2 years                             | 10%                                      |
| 2 years but less than 3 years                            | 15%                                      |
| 3 years but less than 4 years                            | 20%                                      |
| 4 years but less than 5 years                            | 25%                                      |
| 5 years but less than 6 years                            | 30%                                      |
| 6 years but less than 7 years                            | 35%                                      |

## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

8. Replacement of a non-serviceable removable Denture if such Denture was installed more than 7 years prior to replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a removable Denture is damaged beyond repair and, as a result, is replaced prior to 7 years then the removable Denture will be covered but at a lower covered percentage in accordance with the following table:

| <b>Removable Denture damaged beyond repair and replaced within:</b> | <b>Covered Percentage for new Removable Denture</b> |
|---|---|
| 1 year but less than 2 years  | 10%   |
| 2 years but less than 3 years                                       | 15%   |
| 3 years but less than 4 years                                       | 20%   |
| 4 years but less than 5 years                                       | 25%   |
| 5 years but less than 6 years                                       | 30%   |
| 6 years but less than 7 years                                       | 35%   |

9. Replacement of an immediate, temporary, full Denture with a permanent, full Denture, if the immediate, temporary, full Denture cannot be made permanent and such replacement is done within 12 months of the installation of the immediate, temporary, full Denture.
10. Other removable prosthetic services not described elsewhere.
11. Other fixed Denture prosthetic services not described elsewhere.
12. Relinings and rebasings of existing removable Dentures:
- if at least 12 months have passed since the installation of the existing removable Denture; and
  - not more than once in any 36 month period.
13. Re-cementing of Cast Restorations or Dentures, but not more than once in a 12 month period.
14. Adjustments of Dentures, if at least 6 months have passed since the installation of the Denture and not more than once in any 12 month period.
15. Initial installation of Cast Restorations (except implant supported Cast Restorations), after the person receiving such services was insured for Dental insurance for 6 months;
16. Replacement of any Cast Restoration (except an implant supported Cast Restoration) with the same or a different type of Cast Restoration, but no more than one replacement for the same tooth surface within 7 years of a prior replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a Cast Restoration is damaged beyond repair and, as a result, is replaced prior to 7 years then the Cast Restoration will be covered but at a lower covered percentage in accordance with the following table:

| <b>Cast Restoration damaged beyond repair and replaced within:</b> | <b>Covered Percentage for new Cast Restoration</b> |
|--|--|
| 1 year but less than 2 years                                       | 10%  |
| 2 years but less than 3 years                                      | 15%  |
| 3 years but less than 4 years                                      | 20%  |
| 4 years but less than 5 years                                      | 25%  |
| 5 years but less than 6 years                                      | 30%  |
| 6 years but less than 7 years                                      | 35%  |

## DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES

17. Prefabricated crown, but no more than one replacement for the same tooth within 7 years of a prior replacement, after the person receiving such services was insured for Dental insurance for 6 months.

However if a Prefabricated crown is damaged beyond repair and, as a result, is replaced prior to 7 years then the Prefabricated crown will be covered but at a lower covered percentage in accordance with the following table:

| <b>Prefabricated Crown damaged beyond repair and replaced within:</b> | <b>Covered Percentage for new Prefabricated crown</b> |
|---|---|
| 1 year but less than 2 years  | 10%   |
| 2 years but less than 3 years   | 15%   |
| 3 years but less than 4 years   | 20%   |
| 4 years but less than 5 years   | 25%   |
| 5 years but less than 6 years   | 30%   |
| 6 years but less than 7 years   | 35%   |

18. Core buildup, but no more than once per tooth in a period of 7 years, after the person receiving such services was insured for Dental insurance for 6 months.

However if a Core buildup is damaged beyond repair and, as a result, is replaced prior to 7 years then the Core buildup will be covered but at a lower covered percentage in accordance with the following table:

| <b>Core buildup damaged beyond repair and replaced within:</b> | <b>Covered Percentage for new Core buildup</b> |
|--|--|
| 1 year but less than 2 years                                   | 10%  |
| 2 years but less than 3 years                                  | 15%  |
| 3 years but less than 4 years                                  | 20%  |
| 4 years but less than 5 years                                  | 25%  |
| 5 years but less than 6 years                                  | 30%  |
| 6 years but less than 7 years                                  | 35%  |

19. Posts and cores, but no more than once per tooth in a period of 7 years, after the person receiving such services was insured for Dental insurance for 6 months.

However if Posts and cores are damaged beyond repair and, as a result, are replaced prior to 7 years then the Posts and cores will be covered but at a lower covered percentage in accordance with the following table:

| <b>Posts and cores damaged beyond repair and replaced within:</b> | <b>Covered Percentage for new Posts and cores</b> |
|---|---|
| 1 year but less than 2 years                                      | 10%   |
| 2 years but less than 3 years                                     | 15%   |
| 3 years but less than 4 years                                     | 20%   |
| 4 years but less than 5 years                                     | 25%   |
| 5 years but less than 6 years                                     | 30%   |
| 6 years but less than 7 years                                     | 35%   |

20. Labial veneers for a covered person age 12 or older, but no more than once per tooth in a period of 7 Years.

## **DENTAL INSURANCE: DESCRIPTION OF COVERED SERVICES**

21. Oral surgery, except as mentioned elsewhere in this certificate.
22. Consultations for interpretation of diagnostic image by a Dentist not associated with the capture of the image, but not more than once in a 12 month period.
23. Other consultations, but not more than once in a 12 month period.
24. Full mouth debridements, but not more than once per lifetime.
25. Surgical extractions.
26. Implant services (including sinus augmentation and bone replacement and graft for ridge preservation) after the person receiving such services was insured for Dental insurance for 6 months, but no more than once for the same tooth position in a 60 month period.
27. Implant services (including sinus augmentation and bone replacement and graft for ridge preservation) when needed to replace natural teeth that are lost while the person receiving such benefits was insured for Dental. Once you have been insured for 12 months, You will be covered for implant services regardless of when your natural tooth was lost.
28. Repair of implants, but no more than once in a 12 month period, after the person receiving such services was insured for Dental insurance for 6 months.
29. Implant supported Cast Restorations, but no more than once for the same tooth position in a 7 Year period, after the person receiving such services was insured for Dental insurance for 6 months.
30. Implant supported fixed Dentures, but no more than once for the same tooth position in a 7 Year period, after the person receiving such services was insured for Dental insurance for 6 months.
31. Implant supported removable Dentures, but no more than once for the same tooth position in a 7 Year period, after the person receiving such services was insured for Dental insurance for 6 months.
32. Tissue conditioning, but not more than once in a 36 month period.
33. Simple repair of Cast Restorations or Dentures other than recementing, but not more than once in a 12 month period.
34. Occlusal adjustments, but not more than once in a 12 month period.
35. Cleaning and inspection of a removable appliance twice in a Year.

### **Orthodontic Covered Services**

Orthodontia, for a Child to the end of the month in which the Child reaches age 19, after the person receiving such services was insured for Dental insurance for 12 months.

Fixed and removable appliances for correction of harmful habits for a Child under age 19, once per lifetime after the person receiving such services was insured for Dental insurance for 12 months.

## DENTAL INSURANCE: EXCLUSIONS

We will not pay Dental Insurance benefits for charges incurred for:

1. services which are not Dentally Necessary, or those which do not meet generally accepted standards of care for treating the particular dental condition;
2. services for which You would not be required to pay in the absence of Dental Insurance;
3. services or supplies received by You or Your Dependent before the Dental Insurance starts for that person;
4. services which are neither performed nor prescribed by a Dentist, except for those services of a licensed Dental Hygienist which are supervised and billed by a Dentist, and which are for:
  - scaling and polishing of teeth; or
  - fluoride treatments;
5. services which are primarily cosmetic, unless required for the treatment or correction of a congenital defect of a newborn Child;
6. services or appliances which restore or alter occlusion or vertical dimension;
7. restoration of tooth structure damaged by attrition, abrasion or erosion, unless caused by disease;
8. restorations or appliances used for the purpose of periodontal splinting;
9. counseling or instruction about oral hygiene, plaque control, nutrition and tobacco;
10. personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss;
11. decoration or inscription of any tooth, device, appliance, crown or other dental work;
12. missed appointments;
13. services:
  - covered under any workers' compensation or occupational disease law;
  - covered under any employer liability law;
  - for which the Employer of the person receiving such services is required to pay; or
  - received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital;
14. services covered under other coverage provided by the Policyholder;
15. temporary or provisional restorations;
16. temporary or provisional appliances;
17. prescription drugs;
18. services for which the submitted documentation indicates a poor prognosis;
19. the following, when charged by the Dentist on a separate basis:
  - claim form completion;
  - infection control, such as gloves, masks, and sterilization of supplies; or
  - local anesthesia, non-intravenous conscious sedation or analgesia, such as nitrous oxide;
20. dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing or biting of food;
21. caries susceptibility tests;
22. appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards;
23. precision attachments associated with fixed and removable prostheses, except when the precision attachment is related to implant prosthetics;
24. adjustment of a Denture made within 6 months after installation by the same Dentist who installed it;
25. duplicate prosthetic devices or appliances;
26. replacement of a lost or stolen appliance, Cast Restoration or Denture;



## **DENTAL INSURANCE: EXCLUSIONS (continued)**

27. replacement of an orthodontic device;
28. during the first twelve months when You or a Dependent is insured for Dental Insurance, Dentures and implants to replace one or more natural teeth which were missing before such person was insured for Dental Insurance;
29. diagnosis and treatment of temporomandibular joint disorders and cone beam imaging associated with the treatment of temporomandibular joint disorders;
30. intra and extraoral photographic images;
31. adult prophylaxis for Dependent under age 14.

# DENTAL INSURANCE: COORDINATION OF BENEFITS

## COORDINATION OF THIS CONTRACT'S BENEFITS WITH OTHER BENEFITS

The Coordination of Benefits (COB) provision applies when a person has health care coverage under more than one Plan. Plan is defined below. The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the primary Plan. The primary Plan must pay benefits in accord with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the primary Plan is the secondary Plan. The secondary Plan may reduce the benefits it pays so that payments from all Plans equal 100 percent of the total Allowable Expense.

### DEFINITIONS

(a) A "**Plan**" is any of the following that provides benefits or services for dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

(1) Plan includes: group, blanket, or franchise accident and health insurance policies, excluding disability income protection coverage; individual and group health maintenance organization evidences of coverage; individual accident and health insurance policies; individual and group preferred provider benefit Plans and exclusive provider benefit Plans; group insurance contracts, individual insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care; dental care components of individual and group long-term care contracts; limited benefit coverage that is not issued to supplement individual or group in-force policies; uninsured arrangements of group or group-type coverage; the dental benefits coverage in automobile insurance contracts; and Medicare or other governmental benefits, as permitted by law.

(2) Plan does not include: disability income protection coverage; the Texas Health Insurance Pool; workers' compensation insurance coverage; hospital confinement indemnity coverage or other fixed indemnity coverage; specified disease coverage; supplemental benefit coverage; accident only coverage; specified accident coverage; school accident-type coverages that cover students for accidents only, including athletic injuries, either on a "24-hour" or a "to and from school" basis; benefits provided in long-term care insurance contracts for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services; Medicare supplement policies; a state Plan under Medicaid; a governmental Plan that, by law, provides benefits that are in excess of those of any private insurance Plan; or other nongovernmental Plan; or an individual accident and health insurance policy that is designed to fully integrate with other policies through a variable deductible.

Each contract for coverage under (a)(1) or (a)(2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

(b) "**This Plan**" means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with like benefits, and may apply other separate COB provisions to coordinate other benefits.

The order of benefit determination rules determine whether This Plan is a primary Plan or secondary Plan when the person has health care coverage under more than one Plan. When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits equal 100 percent of the total allowable expense.

(c) "**Allowable expense**" is a dental care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

## DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)

The following are examples of expenses that are not Allowable Expenses:

(1) If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

(2) If a person is covered by one Plan that does not have negotiated fees and that calculates its benefits or services based on usual and customary fees, allowed amounts, relative value schedule reimbursement methodology, or other similar reimbursement methodology, and another Plan that provides its benefits or services based on negotiated fees, the primary Plan's payment arrangement must be the Allowable Expense for all Plans. However, if the health care provider or physician has contracted with the secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary Plan's payment arrangement and if the health care provider's or physician's contract permits, the negotiated fee or payment must be the Allowable Expense used by the secondary Plan to determine its benefits.

(3) The amount of any benefit reduction by the primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, prior authorization of admissions, and preferred provider arrangements.

(d) "**Allowed amount**" is the amount of a billed charge that a carrier determines to be covered for services provided by a nonpreferred provider. The allowed amount includes both the carrier's payment and any applicable deductible, copayment, or coinsurance amounts for which the insured is responsible.

(e) "**Closed Panel Plan**" is a Plan that provides dental care benefits to covered persons primarily in the form of services through a panel of health care providers and physicians that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other health care providers and physicians, except in cases of emergency or referral by a panel member.

(f) "**Custodial Parent**" is the parent with the right to designate the primary residence of a child by a court order under the Texas Family Code or other applicable law, or in the absence of a court order, is the parent with whom the child resides more than one-half of the calendar year, excluding any temporary visitation.

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

### ORDER OF BENEFIT DETERMINATION RULES

(a) The primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

(b) Except as provided in (c), a Plan that does not contain a COB provision that is consistent with this policy is always primary unless the provisions of both Plans state that the complying Plan is primary.

(c) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage must be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.

(d) A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

(e) If the primary Plan is a Closed Panel Plan and the secondary Plan is not, the secondary Plan must pay or provide benefits as if it were the primary Plan when a covered person uses a noncontracted health care provider or physician, except for emergency services or authorized referrals that are paid or provided by the primary Plan.

(f) When multiple contracts providing coordinated coverage are treated as a single Plan under this subchapter, this section applies only to the Plan as a whole, and coordination among the component contracts is governed by the terms of the contracts. If more than one carrier pays or provides benefits under the Plan, the carrier designated as primary within the Plan must be responsible for the Plan's compliance with this subchapter.

## DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)

(g) If a person is covered by more than one secondary Plan, the order of benefit determination rules of this subchapter decide the order in which secondary Plans' benefits are determined in relation to each other. Each secondary Plan must take into consideration the benefits of the primary Plan or Plans and the benefits of any other Plan that, under the rules of this contract, has its benefits determined before those of that secondary Plan.

(h) Each Plan determines its order of benefits using the first of the following rules that apply.

(1) **Nondependent or Dependent.** The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber, or retiree, is the primary Plan, and the Plan that covers the person as a dependent is the secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent and primary to the Plan covering the person as other than a dependent, then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber, or retiree is the secondary Plan and the other Plan is the primary Plan. An example includes a retired employee.

(2) **Dependent Child Covered Under More Than One Plan.** Unless there is a court order stating otherwise, Plans covering a Dependent Child must determine the order of benefits using the following rules that apply.

(A) For a Dependent Child whose parents are married or are living together, whether or not they have ever been married:

(i) The Plan of the parent whose birthday falls earlier in the calendar year is the primary Plan; or

(ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the primary Plan.

(B) For a Dependent Child whose parents are divorced, separated, or not living together, whether or not they have ever been married:

(i) if a court order states that one of the parents is responsible for the Dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree.

(ii) if a court order states that both parents are responsible for the Dependent Child's health care expenses or health care coverage, the provisions of (h)(2)(A) must determine the order of benefits.

(iii) if a court order states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent Child, the provisions of (h)(2)(A) must determine the order of benefits.

(iv) if there is no court order allocating responsibility for the Dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:

(I) the Plan covering the custodial parent;

(II) the Plan covering the spouse of the custodial parent;

(III) the Plan covering the noncustodial parent; then

(IV) the Plan covering the spouse of the noncustodial parent.

(C) For a Dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of (h)(2)(A) or (h)(2)(B) must determine the order of benefits as if those individuals were the parents of the Child.

(D) For a Dependent Child who has coverage under either or both parents' Plans and has his or her own coverage as a dependent under a spouse's Plan, (h)(5) applies.

(E) In the event the Dependent Child's coverage under the spouse's Plan began on the same date as the Dependent Child's coverage under either or both parents' Plans, the order of benefits must be determined by applying the birthday rule in (h)(2)(A) to the dependent Child's parent(s) and the dependent's spouse.

## DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)

(3) **Active, Retired, or Laid-off Employee.** The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan that covers that same person as a retired or laid-off employee is the secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the Plan that covers the same person as a retired or laid-off employee or as a dependent of a retired or laid-off employee does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.

(4) **COBRA or State Continuation Coverage.** If a person whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the primary Plan, and the COBRA, state, or other federal continuation coverage is the secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.

(5) **Longer or Shorter Length of Coverage.** The Plan that has covered the person as an employee, member, policyholder, subscriber, or retiree longer is the primary Plan, and the Plan that has covered the person the shorter period is the secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the allowable expenses must be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary Plan.

### EFFECT ON THE BENEFITS OF THIS PLAN

(a) When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its Plan that is unpaid by the primary Plan. The secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary Plan, the total benefits paid or provided by all Plans for the claim equal 100 percent of the total allowable expense for that claim. In addition, the secondary Plan must credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

(b) If a covered person is enrolled in two or more closed panel Plans and if, for any reason, including the provision of service by a nonpanel provider, benefits are not payable by one closed panel Plan, COB must not apply between that Plan and other closed panel Plans.

### COMPLIANCE WITH FEDERAL AND STATE LAWS CONCERNING CONFIDENTIAL INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. We will comply with federal and state law concerning confidential information for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Each person claiming benefits under This Plan must give Us any facts it needs to apply those rules and determine benefits.

### FACILITY OF PAYMENT

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

## **DENTAL INSURANCE: COORDINATION OF BENEFITS (continued)**

### **RIGHT OF RECOVERY**

If the amount of the payments made by Us is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## FILING A CLAIM

The Policyholder should have a supply of claim forms. Obtain a claim form from the Policyholder and fill it out carefully. Return the completed claim form with the required Proof to the Policyholder. The Policyholder will certify Your insurance under the Group Policy and send the certified claim form and Proof to Us.

For Dental Insurance, all claim forms needed to file for benefits under the group insurance program can be obtained by calling MetLife at 1-855-700-8001. Dental claim forms can also be downloaded from [www.mybenefits.metlife.com/StateOfTennessee](http://www.mybenefits.metlife.com/StateOfTennessee). The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy.

### CLAIMS FOR DENTAL INSURANCE BENEFITS

**When a claimant files a claim for Dental Insurance benefits described in this certificate**, both the notice of claim and the required Proof should be sent to Us within 90 days of the date of a loss.

Claim and Proof may be given to Us by following the steps set forth below:

**Step 1**

A claimant can request a claim form by calling Us at 1-855-700-8001.

**Step 2**

We will send a claim form to the claimant within 15 days of the request. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

**Step 3**

When the claimant receives the claim form, the claimant should fill it out as instructed and return it with the required Proof described in the claim form.

**Step 4**

The claimant must give Us Proof not later than 90 days after the date of the loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

## **DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS**

### **Procedures for Presenting Claims for Dental Insurance Benefits**

All claim forms needed to file for Dental Insurance benefits under the group insurance program can be obtained from the Employer who can also answer questions about the insurance benefits and to assist You or, if applicable, Your beneficiary in filing claims. Dental claim forms can also be downloaded from [www.mybenefits.metlife.com/StateOfTennessee](http://www.mybenefits.metlife.com/StateOfTennessee). The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

### **Routine Questions on Dental Insurance Claims**

If there is any question about a claim payment, an explanation may be requested from MetLife by dialing 1-855-700-8001.

### **Claim Submission**

For claims for Dental Insurance benefits, the claimant must complete the appropriate claim form and submit the required Proof as described in the FILING A CLAIM section of the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

### **Initial Determination**

After You submit a claim for Dental Insurance benefits to MetLife, MetLife will notify You acknowledging receipt of Your claim, commence with any investigation, and request any additional information within 15 days of receipt of Your claim.

MetLife will notify You in writing of the acceptance or rejection of Your claim within 15 business days of receipt of all information needed to process Your claim.

If MetLife cannot accept or reject Your claim within 15 business days after receipt of all information, MetLife will notify You within 15 business days stating the reason why we require an extension. If an extension is requested, We will notify You of our decision to approve or deny Your claim within 45 days. Upon notification of approval, Your claim will be paid within 5 business days.

If MetLife denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criterion was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

### **Appealing the Initial Determination**

If MetLife denies Your claim, You may take two appeals of the initial determination. Upon Your written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why You are appealing the initial determination.



## **DENTAL INSURANCE: PROCEDURES FOR DENTAL CLAIMS (continued)**

As part of each appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After MetLife receives Your written request appealing the initial determination or determination on the first appeal, MetLife will conduct a full and fair review of Your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify You in writing of its final decision within 30 days after MetLife's receipt of Your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify You prior to the expiration of the initial 30 day period, state the reason(s) why such an extension is needed, and state when it will make its determination.

If MetLife denies the claim on appeal, MetLife will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, MetLife will provide You free of charge with copies of documents, records and other information relevant to Your claim.

## **GENERAL PROVISIONS**

### **Assignment**

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Upon receipt of a Covered Service, You may assign Dental Insurance benefits to the Dentist providing such service.

### **Dental Insurance: Who We Will Pay**

If You assign payment of Dental Insurance benefits to Your or Your Dependent's Dentist, We will pay benefits directly to the Dentist. Otherwise, We will pay Dental Insurance benefits to You.

### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

### **Incontestability: Statements Made by You**

Any statement made by You will be considered a representation and not a warranty.

Evidence of insurability will not be required nor will any statement made by You, which relates to insurability, be used:

1. to contest the validity of the insurance benefits; or
2. to reduce the insurance benefits.

### **Conformity with Law**

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

### **Overpayments**

#### **Recovery of Dental Insurance Overpayments**

We have the right to recover any amount that We determine to be an overpayment, whether for services received by You or Your Dependents.

An overpayment occurs if We determine that:

- the total amount paid by Us on a claim for Dental Insurance is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us.

## **GENERAL PROVISIONS (continued)**

### **How We Recover Overpayments**

We may recover the overpayment from You by:

- stopping or reducing any future benefits payable for Dental Insurance;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

**THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.  
THE FOLLOWING IS ADDITIONAL INFORMATION.**

Delaware American Life Insurance Company  
MetLife Health Plans, Inc.  
MetLife Legal Plans, Inc.  
MetLife Legal Plans of Florida, Inc.

Metropolitan Life Insurance Company  
Metropolitan Tower Life Insurance Company  
SafeGuard Health Plans, Inc.  
SafeHealth Life Insurance

## Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. “Personal information” as used here means anything we know about you personally.

### 1. Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, group insurance or annuity contract, or as an executive benefit. In this notice, “you” refers to these individuals.

### 2. Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

### 3. Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a legal plans company, and a securities broker-dealer. In the future, we may also have affiliates in other businesses.

### 4. How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a “consumer report” about you (or anyone else to be insured). Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB Group, Inc. (“MIB”). It is a non-profit association of life insurance companies. We and our reinsurers may give MIB health or other information about you. If you apply for life or

health coverage from another member of MIB, or claim benefits from another member company, MIB will give that company any information that it has about you. If you contact MIB, it will tell you what it knows about you. You have the right to ask MIB to correct its information about you. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734, by calling MIB at (866) 692-6901, or by contacting MIB at [www.mib.com](http://www.mib.com).

## 5. Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- perform business research
- market new products to you
- comply with applicable laws
- process claims and other transactions
- confirm or correct your information
- help us run our business

## 6. Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our "Using Your Information" section above

## 7. HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act ("HIPAA") protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at [www.MetLife.com](http://www.MetLife.com). For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at [HIPAAprivacyAmericasUS@metlife.com](mailto:HIPAAprivacyAmericasUS@metlife.com), or call us at telephone number (212) 578-0299.

## 8. Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably locatable and retrievable. You must make your request in writing listing the account or

policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

## 9. Questions

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We want you to understand how we protect your privacy. If you have any questions or want more information about this notice, please contact us. When you write, include your name, address, and policy or account number.

**Send privacy questions to:**

MetLife Privacy Office  
P. O. Box 489  
Warwick, RI 02887-9954  
[privacy@metlife.com](mailto:privacy@metlife.com)

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of the MetLife companies listed at the top of the first page.





## **Uniformed Services Employment And Reemployment Rights Act**

This section describes the right that you may have to continue coverage for yourself and your covered dependents under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

### **Continuation of Group Dental Insurance:**

If you take a leave from employment for “service in the uniformed services,” as that term is defined in USERRA, and as a consequence your dental insurance coverage under your employer’s group dental insurance policy ends, you may elect to continue dental insurance for yourself and your covered dependents, for a limited period of time, as described below.

The law requires that your employer notify you of your rights, benefits and obligations under USERRA including instructions on how to elect to continue insurance, the amount and procedure for payment of premium. If permitted by USERRA, your employer may require that you elect to continue coverage within a period of time specified by your employer.

You may be responsible for payment of the required premium to continue insurance. If your leave from employment for service in the uniformed services lasts less than 31 days, your required premium will be no more than the amount you were required to pay for dental insurance before the leave began; for a leave lasting 31 or more days, you may be required to pay up to 102% of the total dental insurance premium, including any amount that your employer was paying before the leave began.

Your and your covered dependents’ insurance that is continued pursuant to USERRA will end on the earliest of the following:

- the end of 24 consecutive months from the date your leave from employment for service in the uniformed services begins; or
- the day after the date on which you fail to apply for, or return to employment, in accordance with USERRA.

You and your covered dependent may become entitled to continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) while you have dental insurance coverage under your employer’s group dental insurance policy pursuant to USERRA. Contact your employer for more information.

